

THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOUR CONTRACT WITH US PLEASE READ THEM CAREFULLY.

For the purposes of these terms and conditions “you”, “your”, “You” and “Your” means you, the customer; and “we”, “our”, “us”, “We”, “Our” and “Us” means Triton Scuba Ltd.

1. Trip times

Boat departure times advertised either by email or on a website are approximate and will be confirmed the day before when phoning for weather check.

You and all the members of your group must be ready to board the boat at least 15 minutes before the boat departure time.

If you and/or any member or members of your party fail to turn up and/or be ready to board by the scheduled departure time the departure will not be delayed and this will be treated as a late cancellation and you must pay us the total price of the boat trip.

2. Before the Trip

Please contact Triton Scuba Ltd on 023 92 838773 between 16:00 hrs. and 18:00 hrs. (UK Summer Time) the day before the boat's departure to confirm weather conditions are suitable for the trip. Please ensure that you check your email and text messages as we may use these communication methods to advise of any changes or cancellations.

3. Bookings

Triton Scuba Ltd reserves the right to decline any booking if we feel that it is beyond your certification or experience level.

A non-returnable deposit of £20.00 is required per diver per dive. Full payment for dives must be received at least 7 days prior to departure. Failure to pay by the required date will be deemed as late cancellation and any monies paid will be forfeited.

A minimum number of 4 persons will be required for trips of up to 5 miles. For all other trips 6 persons are required for the trip to take place. If we cancel the trip due to insufficient numbers you will not be charged for it and we will offer you a comparable trip if possible. If the trip is cancelled by us we will be liable to refund all monies paid by you to us in full **unless we have cancelled your trip because you are:**

1. In our reasonable opinion unfit to be on the boat
2. Not ready to board by the scheduled departure time.

In these cases no monies will be refunded.

If you cancel:

1. More than 7 full days prior to the scheduled departure date. You are not liable for payment, however you will forfeit your deposit.
2. 7 days or less, prior to the scheduled departure date, then all monies received will be forfeited.

4. Data protection act

We will keep a record of your personal data provided to us on the booking form. We will use that data for the purpose of complying with our obligations to you and communicating with you from time to time. We will only use the data for those purposes.

5. Weather & boats changes to location and / or boat:

Diving is weather and tide dependant. We reserve the right to change boats, dive sites or departure times according to weather and operational requirements. On occasions due to sea, weather or safety considerations, we may cancel the trip with minimum notice. In this instance your payment will be refunded. Your booking is accepted on the understanding that if you have booked for a specific site and if the weather does not permit diving that location,

but an alternative site is dive-able, the dive will take place at the best available alternative, taking into account depth requirements in respect of divers' abilities and prepared gas mixes.

6. Responsibility:

Scuba diving can be a hazardous sport, and you are responsible for your conduct and behaviour on the dive and also on the boat, that your equipment is fit for purpose, that you are properly equipped for the dive and that your equipment is properly stored and secured. **SMB's are required by all divers** on the boat and should be deployed as per the skippers' instructions.

Please be aware that if you have booked onto the dive as a single person, it is not our responsibility to find you a buddy. You must therefore be prepared to dive solo or get another diver on the boat to buddy with you. If you cannot do this or are not willing to dive solo then you will forfeit your dive fee.

7. The diving at Work Regulations 1997:

If you are diving "at work" it is your responsibility to ensure that you comply with the regulations and the appropriate ACOP.